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**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

AMERICAN TRUCKING
 ASSOCIATIONS, INC.

Plaintiff,

vs.

THE CITY OF LOS ANGELES, THE
 HARBOR DEPARTMENT OF THE
 CITY OF LOS ANGELES, THE
 BOARD OF HARBOR
 COMMISSIONERS OF THE CITY
 OF LOS ANGELES, THE CITY OF
 LONG BEACH, THE HARBOR
 DEPARTMENT OF THE CITY OF
 LONG BEACH, and THE BOARD
 OF HARBOR COMMISSIONERS
 OF THE CITY OF LONG BEACH,

Defendants.

Case No. CV 08-04920 CAS (CTx)

**STIPULATED PROTECTIVE
 ORDER NOT LIMITED TO
 DISCOVERY AND FOR
 CONSIDERATION BY JUDGE
 CHRISTINA A. SNYDER**

Hon. Christina A. Snyder

1 Based on the stipulation of the parties and in recognition of the provisions of
2 Rule 26(c) of the Federal Rules of Civil Procedure which provides for the issuance
3 of protective orders limiting the disclosure of discovered information in
4 appropriate circumstances, and where good cause having been shown:

5 **IT IS HEREBY ORDERED THAT:**

6 1. As used herein, “this Litigation” means the above captioned
7 proceeding.

8 2. The terms and conditions of this Order shall be applicable to and
9 govern information, documents, and other tangible things produced in response to
10 requests for production, answers to interrogatories, responses to requests for
11 admissions, depositions, and all other discovery taken in this Litigation and
12 collectively referred to as the “Discovery Material.”

13 3. Definition of “CONFIDENTIAL – QUALIFIED RECIPIENTS
14 ONLY”

15 Discovery Material may be designated CONFIDENTIAL –
16 QUALIFIED RECIPIENTS ONLY by the producing party to the extent such
17 Discovery Material includes (a) business plans, (b) financial projections or other
18 financial information, (c) customer identities, (d) market surveys, or (e) the
19 following types of information that is exempt from disclosure under the Freedom
20 of Information Act (5 U.S.C. § 552) or the California Public Records Act
21 (California Govt. Code §§ 6250-6276.48): personal privacy information such as
22 personal contact information and social security numbers. This information, if
23 publicly disseminated, would result in the producing party’s competitive
24 disadvantage in the market, as well as the unwarranted invasion of privacy of
25 certain individuals. The foregoing list is without prejudice to a party seeking
26 protection for additional categories from the Court.

1 4. Designation of Discovery Material

2 (a) Discovery Material produced or furnished during the course of
3 this Litigation shall be designated as CONFIDENTIAL – QUALIFIED
4 RECIPIENTS ONLY by placing on each page and each thing a designation
5 substantially as follows: CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY.

6 (b) At a deposition in this Litigation in which it is anticipated that
7 the disclosure of Discovery Material that is CONFIDENTIAL – QUALIFIED
8 RECIPIENTS ONLY has or may be sought, a party may (i) designate the entire
9 transcript for confidential treatment by so stating on the record at any time during
10 the deposition; and (ii) within twenty-one (21) days following issuance of the
11 transcript of such a deposition by the court reporting agency, specifically designate
12 information disclosed at such deposition as CONFIDENTIAL – QUALIFIED
13 RECIPIENTS ONLY by notifying all parties by e-mail service that such party has
14 designated portions of the transcript for such treatment and specifically identifying
15 such portions. To permit sufficient time for review of transcripts for this purpose,
16 all depositions for which a CONFIDENTIAL – QUALIFIED RECIPIENTS
17 ONLY designation was made at the deposition shall be treated as
18 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY in their entirety until
19 twenty-one (21) days following issuance of the transcript or until such sooner time
20 as the relevant party has identified to the other parties the portions it has designated
21 for confidential treatment. If after twenty-one (21) days following issuance of the
22 transcript, the relevant party has not served notice (as described above) on all
23 parties of those portions of the transcript for which it is claiming CONFIDENTIAL
24 – QUALIFIED RECIPIENTS ONLY treatment, then no such treatment shall be
25 afforded prospectively to such information, subject to the provisions in Paragraph
26 7 below. In the event that any question is asked at a deposition with respect to
27 which any party asserts that the answer requires the disclosure of information that
28 is CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY, such question shall

1 nonetheless be answered by the witness fully and completely (assuming no
2 assertion of privilege and subject to the right to seek additional protections).

3 (c) If a receiving party intends to file papers with the Court that
4 would reveal CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY information,
5 that party shall seek leave of court to file those papers under seal, pursuant to Local
6 Rule 79-5. Prior to or concurrent with seeking leave of court, the party making the
7 filing shall confer with the producing party to determine whether the
8 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY designation can be
9 withdrawn for the material being filed. A receiving party shall similarly seek leave
10 of the appropriate court to file under seal any papers that would reveal
11 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY information submitted as
12 part of any appeal from this Litigation. The party making the filing shall prepare
13 for filing and for service on persons not entitled to access under this Protective
14 Order a separate copy of any papers filed under seal (including any briefs and/or
15 exhibits thereto) with the CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY
16 information deleted or, if practicable, redacted.

17 (d) All Discovery Material, including attorney notes and abstracts,
18 which contains another party's information designated CONFIDENTIAL –
19 QUALIFIED RECIPIENTS ONLY shall be handled as if it were designated
20 pursuant to Paragraph 4(a).

21 (e) A producing party's designation of any Discovery Material as
22 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY shall also render
23 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY any copies, excerpts,
24 summaries, or other disclosure (including oral) of the substance or contents of such
25 material.

26 5. Disclosure and Use of Confidential Information

27 Discovery Material designated CONFIDENTIAL – QUALIFIED
28 RECIPIENTS ONLY shall be disclosed by the receiving party only to Qualified

1 Recipients; as such term is defined in Paragraph 6. All Qualified Recipients shall
2 hold such Discovery Material received from the producing party in confidence and
3 shall not use it for any purpose not related to the Litigation, including any business
4 or other commercial purpose, and shall not disclose it to any person, except as
5 hereinafter provided. All Discovery Material that has been designated
6 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY shall be carefully
7 maintained so as to preclude access by persons who are not qualified to receive
8 such information under the terms of this Order.

9 6. Definition of "Qualified Recipient"

10 For purposes of this Order, "Qualified Recipient" means:

11 (a) Counsel of record for the parties in this Litigation, and the
12 partners, associates, secretaries, paralegals, assistants, and employees of such
13 counsel to the extent reasonably necessary to render professional services in the
14 Litigation, as well as outside copying services, document management services
15 and graphic services, to the extent reasonably necessary;

16 (b) Party representatives, limited to five representatives per party,
17 so long as the receiving party has provided each party representative's name to the
18 producing party;

19 (c) A deponent in this Litigation, during the course of such
20 deponent's deposition or other testimony in this Litigation (but not for purposes of
21 preparing a witnesses to be deposed, unless the material to be disclosed was
22 originally produced by witness' own party or by an affiliate or shows on its face
23 that it was intended to be viewed by the witness);

24 (d) Any outside consultant or expert witness retained by a party or
25 counsel of record who signs an AGREEMENT TO TERMS OF PROTECTIVE
26 ORDER the form of which is attached hereto as Exhibit "A", and his or her
27 partners, employees, secretaries, and assistants, to the extent reasonably necessary.
28

1 Executed copies of such agreements shall be maintained by counsel of the party
2 who retained such expert or consultant;

3 (e) Court personnel and any court reporter, videographer, or typist
4 recording or transcribing testimony; and

5 (f) Any other person as agreed by the parties or as ordered by the
6 Court.

7 7. Inadvertent Failure to Designate

8 (a) In the event that a party inadvertently fails to designate any of
9 its Discovery Material CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY
10 pursuant to Paragraph 4, it may later so designate by notifying the receiving parties
11 in writing. The receiving parties shall take reasonable steps to see that the
12 Discovery Material is thereafter treated in accordance with the designation.

13 (b) No person or party, however, shall incur any liability hereunder
14 with respect to disclosure that occurred prior to receipt of written notice of a
15 belated designation.

16 8. Challenge to Designation

17 Any challenge to whether Discovery Material should be treated as
18 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY shall be resolved in
19 accordance with the requirements of Local Rule 37. The burden of proving that
20 the CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY designation is proper
21 shall be upon the producing party. Until the Court rules on the objecting person's
22 or party's application, any information that has been produced and designated as
23 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY shall be treated as so
24 designated and subject to the terms of this Order. A failure of any party to
25 challenge expressly a designation of CONFIDENTIAL – QUALIFIED
26 RECIPIENTS ONLY shall not constitute a waiver of the right to assert at any
27 subsequent time that the same is not CONFIDENTIAL – QUALIFIED
28 RECIPIENTS ONLY or not an appropriate designation for any reason.

1 9. Inadvertently Produced Privileged Discovery Material

2 The inadvertent or unintentional production by a producing party of
3 any privileged or otherwise protected Discovery Material shall not be deemed a
4 waiver or an impairment of any claim of privilege or protection, including, but not
5 limited to, the attorney-client privilege, the protection afforded by the attorney
6 work-product doctrine and the deliberative process privilege. Upon receiving
7 notice from a producing party that Discovery Material has been inadvertently
8 produced, all such privileged Discovery Material shall be either (1) returned to the
9 producing party within five (5) business days of receipt of such notice or (2) the
10 receiving party shall certify within five (5) business days that all such privileged
11 material was destroyed and/or permanently deleted. In addition, if the receiving
12 party discovers that the producing party has inadvertently produced privileged
13 Discovery Material, the receiving party shall notify the producing party and either
14 (1) return to the producing party within five (5) business days the privileged
15 Discovery Material or (2) certify within five (5) business days that all such
16 privileged material was destroyed and/or permanently deleted. This paragraph
17 shall not prejudice the right of any party to challenge a producing party's claim that
18 Discovery Material is privileged on any grounds other than the inadvertent or
19 unintentional production of such information. Nothing in this Paragraph shall alter
20 any attorney's responsibilities under applicable law or codes of ethics when
21 confronted with inadvertently produced privileged information or documents.

22 10. Limitation

23 This Order shall be without prejudice to any party's right to assert at
24 any time that any Discovery Material is or is not subject to discovery, production,
25 or admissibility on grounds other than confidentiality, and the existence of this
26 Order shall not broaden the scope of discovery, nor modify any relevancy
27 requirement that would otherwise be applicable.

28 11. Production by Non-Parties

1 Any non-party producing Discovery Material or giving testimony in
2 this Litigation pursuant to a subpoena, notice, or request may designate said
3 materials as CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY. The parties
4 agree that the terms of this Order shall apply to information that third parties
5 produce and designate as CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY.

6 12. Compulsory Disclosure to Non-Parties

7 If any receiving party in this Litigation is subpoenaed or is served
8 with a document request in another action or proceeding and such subpoena or
9 document request seeks Discovery Material that another party in this Litigation has
10 designated CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY, the receiving
11 party shall give written notice to counsel for the party that made such designation,
12 to the extent possible, no less than ten days prior to the deadline for complying
13 with the subpoena or responding to the document demand. No compulsory
14 disclosure to third parties of Discovery Material exchanged under this Order shall
15 be deemed a waiver of any claim of confidentiality, except as expressly found by
16 the Court.

17 13. Destruction of Discovery Material

18 Upon final termination of this action, the receiving parties shall within
19 one hundred eighty (180) days destroy all copies of all Discovery Materials
20 embodying CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY, including all
21 copies of those materials that may have been made, and provide written
22 confirmation to the other party that such destruction has taken place.

23 14. The provisions of this Order shall survive the conclusion of this
24 action. Nothing contained herein shall constitute a waiver of the right to assert any
25 objection to a discovery request; nor shall anything contained herein prevent
26 disclosure beyond the terms of this Order if the producing party consents in writing
27 to such disclosure.
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1 15. Nothing contained in this Order shall limit the right of a party to
2 disclose its own CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY
3 Discovery Material.

4 16. Nothing contained in this Order shall limit the right of a receiving
5 party to distribute internally Discovery Material designated as CONFIDENTIAL –
6 QUALIFIED RECIPIENTS ONLY by the producing party if the Discovery
7 Material so marked originated from that receiving party.

8 17. This Order has been entered to facilitate discovery and the production
9 of relevant evidence in this Litigation. Neither the entry of this Order, nor the
10 designation of any material as CONFIDENTIAL – QUALIFIED RECIPIENTS
11 ONLY, nor the failure to make such designation shall constitute evidence with
12 respect to any issue in this action.

13 18. This Order is without prejudice to the right of any person or entity to
14 seek a modification or termination of this Order at any time.

15 19. Nothing contained in this Order is to be construed as altering or
16 extending the deadline for the completion of discovery.

17 20. Each party and person affected by this Order hereby agrees to the
18 jurisdiction of the United States District Court for the Central District of California
19 for any matter relating to the enforcement of any term or provision herein.

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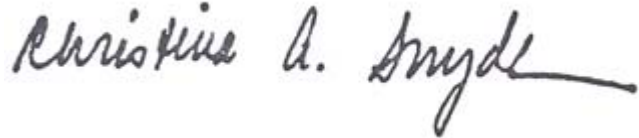
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1 21. If a receiving party intends to use material designated as
2 CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY at trial, that party shall
3 provide the producing party with at least 24-hours notice of its intention, so that the
4 producing can, if necessary, seek leave of the Court to maintain the confidentiality
5 of that material.

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7 Dated: July 6, 2009

A handwritten signature in dark ink, reading "Christine A. Snyder". The signature is fluid and cursive, with a long horizontal stroke at the end.

8 UNITED STATES DISTRICT
9 COURT JUDGE
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APPENDIX A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

AMERICAN TRUCKING
ASSOCIATIONS, INC.

Plaintiff,

vs.

THE CITY OF LOS ANGELES, THE
HARBOR DEPARTMENT OF THE
CITY OF LOS ANGELES, THE
BOARD OF HARBOR
COMMISSIONERS OF THE CITY
OF LOS ANGELES, THE CITY OF
LONG BEACH, THE HARBOR
DEPARTMENT OF THE CITY OF
LONG BEACH, and THE BOARD
OF HARBOR COMMISSIONERS
OF THE CITY OF LONG BEACH,

Defendants.

Case No. CV 08-04920 CAS (CTx)

AGREEMENT TO TERMS OF PROTECTIVE ORDER

My full name is _____. I am presently employed by
_____ in the position of _____.

I hereby acknowledge that I am to have access to information designated in this litigation as “CONFIDENTIAL – QUALIFIED RECIPIENTS ONLY” for the purpose of _____. I certify my understanding that such information has been provided to me pursuant to the terms and restrictions of this Protective Order entered June ___, 2009, in the above-captioned litigation, and that I have been given a copy of and have read this Protective Order and agree to be bound by the terms thereof. I further agree to subject myself to the jurisdiction of the United States District Court for the Central District of California, regarding resolution of any matter pertaining to this Protective Order.

Dated: _____

Signature: _____

Printed Name: _____